

CYNTHIA A. MELILLO PLLC
8385 W. EMERALD STREET • BOISE, IDAHO 83704
(208) 577-5747 • cam@camlawidaho.com

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March 12, 2014

Via Hand Delivery

Jean D. Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington
Boise, ID 83702-5983

**RE: Application for Approval of Amendment to Negotiated Agreement
Case No.: CUS-T-09-02**

Dear Ms. Jewell:

Enclosed for filing with this Commission are an original and four (4) copies of an Application for Approval of Amendment to Negotiated Agreement filed by Custer Telephone Cooperative, Inc. Please return one conformed copy to me upon filing.

If you have any questions, please contact me. Thank you for your assistance in this matter.

Sincerely,



Cynthia A. Melillo

CAM/
cc: Dennis Thornock (via electronic mail)
Enclosures

Cynthia A. Melillo [ISB No. 5819]
CYNTHIA A. MELILLO PLLC
8385 W. Emerald Street
Boise, Idaho 83704
Office: (208) 577-5747
Fax: (208) 361-3441

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Attorneys for Custer Telephone Cooperative, Inc..

BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION

APPLICATION FOR APPROVAL OF
AMENDMENT TO NEGOTIATED
AGREEMENT BETWEEN CUSTER
TELEPHONE COOPERATIVE, INC. AND
ALLTEL COMMUNICATIONS, LLC AND
ID HOLDING, LLC

Case No.: CUS – T – 09 - 02

**APPLICATION FOR APPROVAL OF
AMENDMENT TO NEGOTIATED
AGREEMENT**

1. Custer Telephone Cooperative, Inc. (“Custer”), through its attorney Cynthia A. Melillo PLLC, hereby files this Application for Approval of Amendment to Negotiated Agreement.
2. Custer and Alltel Communications, LLC and ID Holding, LLC (collectively, “ALLTEL”) were parties to an interconnection agreement (“Agreement”) previously filed with the Idaho Public Utilities Commission (“Commission”) and approved under Order No. 30895.
3. New Cingular Wireless PCS, LLC, d/b/a AT&T Mobility (“AT&T Mobility”) is the successor in interest to ALLTEL under the Agreement, and the parties now desire to amend the Agreement to change the parties and to provide for bill and keep compensation for intraMTA traffic (“Amendment”). A copy of the Amendment is attached.

4. The Amendment was reached through voluntary negotiations between Custer and AT&T Mobility and is submitted for Commission review and approval pursuant to Section 252(e) of the Telecommunications Act of 1996.

5. Section 252(e)(2) of the Telecommunications Act of 1996 directs that a state Commission may reject an agreement reached through voluntary negotiations if the Commission finds that: the agreement discriminates against a telecommunications carrier not a party to the agreement; or the implementation of the agreement is not consistent with the public interest, convenience and necessity.

6. Custer respectfully submits that the Amendment does not discriminate and is consistent with the public interest, and, therefore requests that the Commission approve this Amendment expeditiously.

7. The designated representative of each Party, for purposes of responding to inquiries in this matter is:

For Custer:

Custer Telephone Cooperative, Inc.
Attn: General Manager
1101 East Main Avenue
P.O. Box 324
Challis, ID 83226

With copy to:

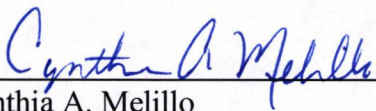
Cynthia A. Melillo
Cynthia A. Melillo PLLC
8385 W. Emerald Street
Boise, ID 83704

For AT&T Mobility:

AT&T Mobility.
Attn: Contract Manager
1277 Lenox Park Blvd NE, Suite 4A42
Atlanta, GA 30391

8. This Amendment does not affect the rights of non-parties and expeditious approval would further the public interest. Therefore, Custer requests that the Commission approve this Amendment without a hearing.

DATED this 12th day of March 2014.



Cynthia A. Melillo
Attorneys for Custer Telephone Cooperative, Inc.

CERTIFICATE OF SERVICE

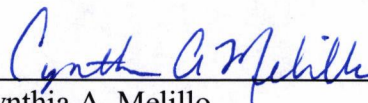
I hereby certify that on this 12th day of March 2014, I served a true and correct copy of the foregoing by delivering it to the following individuals by the method indicated below, addressed as stated.

Jean Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
P.O. Box 83720
Boise, ID 83720-0074

☐ U.S. Mail
☐ Facsimile
☐ Overnight Mail
☒ Hand Delivery
☐ E-mail

AT&T Mobility.
Attn: Contract Manager
1277 Lenox Park Blvd NE, Suite 4A42
Atlanta, GA 30391

☒ U.S. Mail
☐ Facsimile
☐ Overnight Mail
☐ Hand Delivery
☐ E-mail



Cynthia A. Melillo

**Amendment to the Interconnection Agreement between
Custer Telephone Cooperative, Inc. and
AllTel Communications, LLC and ID Holding, LLC**

This is an Amendment ("Amendment") to the Interconnection Agreement between Custer Telephone Cooperative, Inc. ("Custer") and AllTel Communications, LLC and ID Holding, LLC ("Alltel"), jointly the "Original Parties."

RECITALS

WHEREAS, the Original Parties previously entered into an Interconnection Agreement (the "Agreement"), pursuant to 47 U.S.C. 251/252; and

WHEREAS, New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service affiliates, d/b/a AT&T Mobility ("AT&T Mobility"), is the successor in interest to AllTel Communications LLC and ID Holding, LLC;

WHEREAS, AT&T Mobility and Custer are the Parties to this amendment, jointly the "Parties";

WHEREAS, the Federal Communications Commission, in an order released November 18, 2011, has provided that bill-and-keep shall be the default compensation arrangement between the Parties for the exchange of all Intra-MTA traffic, and that this is to be considered a change of law (the "Order"); and

WHEREAS AT&T Mobility elects to apply a bill-and-keep arrangement to all Intra-MTA traffic between the Parties; and

WHEREAS, the Agreement contains a "change of law" provision that authorizes the Parties to amend the Agreement to comport with a change in law; and

WHEREAS, the Parties desire to amend the Agreement to provide for a bill-and-keep arrangement, for the exchange of all Intra-MTA traffic between them; and

WHEREAS, the Parties desire to amend the Agreement to substitute AT&T Mobility as the party in interest for Alltel;

AGREEMENT

NOW THEREFORE, in consideration of the premises and the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

1. AT&T Mobility is substituted as the party in interest for Alltel;

2. From the date of last signature below, all Intra-MTA traffic between the Parties shall be exchanged pursuant to a bill-and-keep arrangement, which means that neither Party shall charge the other for the transport and termination of the other's traffic.
3. This Amendment shall be effective on the date of the last signature below.
4. This Amendment shall remain effective as long as the Agreement remains effective between the Parties; provided, however, that in the event the Order's provisions affecting reciprocal compensation are modified pursuant to federal legislative, regulatory or judicial decision, order, determination or action, the Parties will renegotiate the terms and conditions of intercarrier compensation in accordance with such legislative, regulatory or judicial decision, order, determination or action.
5. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
6. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.

The Parties, intending to be legally bound, have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**New Cingular Wireless PCS, LLC,
and its Commercial Mobile Radio Service
operating affiliates, d/b/a AT&T Mobility**

By: William H. Brown
(Name)

Title: **Sr. Contract Manager
AT&T Mobility**

Date: **March 5, 2014**

Custer Telephone Cooperative, Inc.

By: Dennis L. Thornock
(Name)

Title: CEO

Date: 3/11/2014